

# Neurogen Biomarking Terms of Use

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The following Terms of Use (the “Terms”) apply to all websites, domains, services, and applications (collectively the “Services”) owned and operated by Neurogen Biomarking LLC and its affiliates, (collectively “Neurogen”, “we”, “us” or “our”). Please read these Terms carefully before you start to use our Services.

The materials on all Neurogen Services are provided by Neurogen as a service to its customers and the general public, and shall be used for informational purposes only. By using our Services, you agree to accept the Terms and abide by them. If you do not agree to the Terms, please refrain from using our Services.

Information submitted to Neurogen through our Services is governed by the following according to our Privacy Policy, which describes how we collect, process, maintain and disclose any personal data we collect from or about you through or in relation to your use of the Services.

## Accessing the Services

By accessing the Services, you represent, warrant and agree that:

- You can form a binding contract with Neurogen; and
- You are at least 18 years old.

As a condition of your use of the Services, you agree to not use the Services for any purpose that is unlawful or prohibited by these Terms. Access to our Services is permitted on a temporary basis, and we reserve the right to withdraw or amend our Services without notice at any time and for any period (see below). We will not be liable if for any reason our Services is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of our Services, or our entire Services.

You are responsible for making all arrangements necessary for you to have access to our Services and for ensuring that all persons who access our Services through your internet connection are aware of these Terms, and that they comply with them.

## Intellectual Property Rights

We are the owner of, or have otherwise been granted appropriate rights to use, all intellectual property rights contained in or otherwise arising in our Services, and all the material published on the Services (collectively the "Site Content").

The Site Content is protected by copyright laws and treaties around the world. Other than as set out in these Terms, all rights in the Site Content are reserved.

The Neurogen logo is a trademark or registered trademark of Neurogen. No licence to use any of Neurogen's trade marks is given or implied. Users are not permitted to use these trade marks without the prior written consent of Neurogen. The use of these trade marks or any other Site Contents, except as permitted in these Terms, is expressly prohibited and may be in violation of UK trade mark or other applicable laws.

Neurogen authorizes you to view and download the Site Content, provided that: (i) you retain all copyright and other proprietary notices contained in the original Site Content on any copies of the Site Content; (ii) your use of the Site Content is for your personal, non-commercial use only, and will not be copied or posted on any network computer or broadcast in any media; (iii) you may not modify the Site Content in any way or reproduce, publicly display, perform, distribute, transmit, or create derivative works from any of the Site Content; and (iv) you may not transfer the Site Content to any other person unless you give them notice of, and they agree to accept, these Terms.

The above authorization does not include the design or layout of the Services, elements of which are legally protected and may not be copied or imitated in whole or in part. No logo, graphic, sound, or image from the Services may be copied or retransmitted unless expressly authorized in writing by Neurogen. No other use of the Site Content is authorized. The Site Contents are proprietary and any unauthorized use of any Site Content may violate copyright, trade mark, and other laws. No Site Content may be downloaded or otherwise exported in violation of United States law.

Any material, information or other communication you may transmit or post to the Services other than your personal data will be considered non-confidential and non-proprietary. We will be free to copy, disclose, distribute, incorporate or otherwise use the communications in all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes. You grant us an irrevocable, non-exclusive license to use any material you provide to us or upload to our Services in connection with our business and our Services, including on our Services and in marketing material for our business.

## Restrictions on Use

You must not misuse our Services by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorized access to our Services, the server on which our Services is stored or any server, computer or database connected to our Services. You must not attack our Services via a denial-of-service attack or a distributed denial-of service attack. Further, you may not use the Services in any manner which could damage, disable, overburden or impair the Services or interfere with any other party's use and enjoyment of the Services.

You are prohibited from posting or transmitting to or from the Services any unlawful, threatening, libelous, defamatory, obscene, pornographic, or other material that would violate any law.

We may report any such activities to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Services will cease immediately.

## Third Party Services

Our Services may contain links to websites owned and/or controlled by parties other than Neurogen. Neurogen is providing these links to you only as a convenience, and Neurogen does not endorse, warrant or guarantee the products, services or information described or offered at these third party websites. Neurogen has no control over the content on these websites. Access to any third party website through the Site is at your own risk and Neurogen is not responsible for the completeness, accuracy or reliability of any information, data, opinions, advice or statements made on these websites.

## No Medical or Professional Services Advice

Much of the information contained in the Site is presented for the purpose of general education for the public on genetic testing, predictive and personalized medicine products, pharmacogenomics, genomic research and other general information concerning Neurogen. Nothing contained in the Services is intended to be instruction for medical diagnosis or treatment. Any information provided should not be considered complete, nor should it be relied on to suggest a course of treatment for a particular individual. Information received from the Services should not be relied upon for personal, medical, legal, technical or financial decisions. It should not be used in place of a visit, call, consultation or the advice of your healthcare professional or other qualified health care provider. Should you have any health care related questions, please consult with your healthcare professional or other qualified health care provider promptly. The information contained in the Services is compiled from a variety of sources ("Information

Providers"). Neither the Websites nor the Information Providers directly or indirectly practice medicine, render medical advice or dispense medical services as part of the Websites.

## Product Warranty

Neurogen warrants that its products will be free from defects in materials and workmanship for the period of time applicable to such product. This warranty and any other product warranties, expressed or implied, are only valid on products purchased from our Website.

Neurogen does not support the unauthorized resale of its products, and Nurture is unable to ensure the quality of its products when sold by unauthorized sellers or through unauthorized channels. You should make you purchase only through the Neurogen website. We do not extend any warranty to products not purchased through our website. We reserve the right to cancel orders and/or block future purchases made through the website by individuals who appear to be re-selling our products.

## Disclaimer

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT: (A) YOUR USE OF THE SERVICES ARE AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE EXTENT PERMITTED BY LAW, NEUROGEN EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. (B) NEUROGEN MAKES NO WARRANTY THAT (1) THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (2) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, RELIABLY SECURE, OR FREE FROM ERROR; (3) YOUR RESULTS WILL BE ACCURATE OR RELIABLE; (4) THE QUALITY OF ANY PRODUCTS, OR SERVICES THAT YOU PURCHASE OR OBTAIN WILL MEET YOUR EXPECTATIONS AND (4) ERRORS IN THE SOFTWARE WILL BE CORRECTED. (C) YOU DOWNLOAD OR OTHERWISE OBTAIN ANY MATERIAL THROUGH THE USE OF THE SERVICES AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. (D) NO ADVICE OR INFORMATION YOU OBTAIN IN ANY MANNER FROM OR THROUGH NEUROGEN OR THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS AND SHALL NOT BE RELIED UPON AS MEDICAL ADVICE. (E) YOU SHOULD USE CAUTION WHEN GIVING OUT ANY PERSONALLY IDENTIFYING INFORMATION ABOUT YOURSELF OR THOSE FOR WHOM YOU HAVE LEGAL AUTHORITY. NEUROGEN DOES NOT CONTROL OR ENDORSE ANY ACTIONS RESULTING FROM YOUR PARTICIPATION IN THE SERVICES AND, THEREFORE, NEUROGEN SPECIFICALLY DISCLAIMS ANY

LIABILITY WITH REGARD TO ANY ACTIONS RESULTING FROM YOUR PARTICIPATION IN THE SERVICES.

## Limitation on Liability and Indemnification

WITHIN THE LIMITS ALLOWED BY APPLICABLE LAWS, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT NURTURE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (1) THE USE OR THE INABILITY TO USE THE SERVICES; (2) ANY ACTION YOU TAKE BASED ON THE INFORMATION YOU RECEIVE THROUGH THE SERVICES, (3) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT SECURE AND CONFIDENTIAL, (4) THE COST TO PROCURE SUBSTITUTE GOODS OR SERVICES THAT RESULT FROM ANY PRODUCTS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES; (5) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (6) THE IMPROPER AUTHORIZATION FOR THE SERVICES BY SOMEONE CLAIMING SUCH AUTHORITY; OR (7) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Services or to your downloading of any Site Content, or on any third party websites linked to it. We assume no responsibility for the content of websites to which our Services link and we will not be liable for any loss or damage that may arise from your use of them.

You agree to indemnify, defend and hold Neurogen and its directors, officers, employees, agents and contractors harmless from and against any and all claims, damages, losses, costs (including without limitation reasonable attorneys' fees) or other expenses that arise directly or indirectly out of or from (i) your breach of any provision of these Terms; or (ii) your activities in connection with the Services.

## Dispute Resolution, Jurisdiction and Applicable Law

These Terms of Use shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its choice of law provisions, and the federal laws of the United States. Any action or proceeding arising under or relating to this Agreement shall be brought only in the courts of the State of Delaware, or, if it has or can acquire jurisdiction, in the United States District Court for District of Delaware. You consent to the exclusive jurisdiction of such courts (and the appropriate appellate courts) in any such action or proceeding and waive

any objection to venue. Process in any action or proceeding referred to in the preceding sentence may be served on you anywhere in the world.

At Neurogen's sole discretion, it may require you to submit any disputes arising from the use of these Terms or the Services, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Delaware law.

TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR THE SITES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

## Notice of Copyright Infringement - DMCA Notice

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under US copyright law. If you believe in good faith that content or material on any of these Websites infringes a copyright owned by you, you (or your agent) may send Neurogen a notice requesting that the material be removed, or access to it blocked. This request should be sent to: [privacy@neurogenbiomarking.com](mailto:privacy@neurogenbiomarking.com); or, alternatively to: Neurogen Biomarking LLC, Attn: Legal Office, [INSERT MAILING ADDRESS].

The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed; (c) identification of the material that is claimed to be infringing or the subject of infringing activity; (d) the name, address, telephone number, and email address of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. Notices and counter-notices with respect to the Websites should be sent to the address above.

Myriad will remove any content that infringes upon the copyright of any person under the laws of the United States upon receipt of such a statement (or, more

specifically, any statement in conformance with 17 U.S.C. § 512(c)(3)). United States law provides significant penalties for submitting such a statement falsely.

## Updates to the Terms

We may revise these Terms at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are binding on you. Your continued use of the Services after such changes will constitute your acceptance of such changes. Some of the provisions contained in these Terms may also be superseded by provisions or notices published elsewhere on our Services.

## Contact Us

If you have any concerns about material which appears on our Services, please contact us at [info@neurogenbiomarking.com](mailto:info@neurogenbiomarking.com).

## Waiver and Severability

No waiver by Neurogen of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Neurogen to assert a right or provision in these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions will continue in full force and effect.

## Assignment

You may not assign or delegate any rights or obligations under this agreement. Any purported assignment and delegation shall be ineffective. We may freely assign or delegate all rights and obligations under this agreement without notice to you.

## Notices

We may provide notices to you through email or regular mail. We may also provide notices of changes to the Terms or other matters by displaying notices through the Services.

You must send any official notices from you to the following address:

<<insert appropriate address, including CC: to attorney, if preferred>>

Any notices that you provide without compliance with this section shall have no legal effect.